REAL PROPERTY — VOLUNTARY PARTITION — WHETHER LIFE TENANTS CAN BIND REMAINDERMEN. — Land was conveyed to five persons during their natural lives as tenants in common, with remainder in fee simple to their heirs, who were to take *per stirpes*. The life tenants entered into a fair and equal voluntary partition. After the death of one of the life tenants his heir sued in ejectment for an undivided fifth of the grantor's property. *Held*, that the partition is binding upon the plaintiff. *Acord* v. *Beaty*, 148 S. W. 901 (Mo.).

It is a general rule that co-tenants cannot by a partition prejudice the rights of others having independent estates who are not parties to the partition. See *Cole* v. *Aylott*, Litt. Rep. 299, 300; ALLNAT, LAW OF PARTITION, 63. It would seem to follow that a partition by life tenants or tenants in tail would not be binding upon remaindermen who are not *in esse* at the time of the partition. *Buxton* v. *Bowen*, 2 Woodb. & M. 365; *Buxton* v. *Inhabitants of Uxbridge*, 10 Metc. (Mass.) 87. But in the early English law a fair and equal voluntary partition between parceners in tail would bind the issue in tail forever. See COKE ON LITTLETON, 166 *a*; *Thomas* v. *Gyles*, 2 Vern. Ch. 232. By reason of the difference in the nature of their estate, it does not necessarily follow that a life tenant can make a permanent partition. But where the co-tenants for life seek division by means of judicial proceedings and not by voluntary partition, it has been often held that remaindermen are bound who are not in court nor even *in esse*. *Gaskell* v. *Gaskell*, 6 Sim. 643. See *Mead* v. *Mitchell*, 17 N. Y. 210, 214; *Wills* v. *Slade*, 6 Vesey 498. This is based upon the equity doctrine of virtual representation, the theory being that the interests of the remaindermen are effectively protected by the parties to the action in whom the present estate is vested. See *Faulkner* v. *Davis*, 18 Gratt. (Va.) 651, 684 *et seq.*; STORY, EQUITY PLEADINGS, 10 ed. § 145. There seems little reason or expediency in holding that life tenants may not by a fair voluntary partition accomplish that which they could readily attain by an action in court. See *Crowley* v. *Blackman*, 81 Ga. 775, 777, 8 S. E. 533. Considerations of public policy would also seem to support a partition that cannot be upset at the death of each life tenant.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST ACT — MONOPOLY IN PATENTED ARTICLES. — A patentee licensed eighty-five per cent of the manufacturers of sanitary enameled iron ware to use certain patents in the manufacture of such ware, in return for their agreements to resell their product at fixed prices, and only to those jobbers who agreed to handle the goods of licensed manufacturers exclusively and to maintain non-competitive prices. There was also a provision for rebates in favor of the manufacturers and jobbers so long as they adhered to their agreements. *Held*, that the arrangement constitutes a combination in restraint of trade in violation of the Sherman Anti-Trust Act. *Standard Sanitary Manufacturing Co.* v. *United States*, U. S. Sup. Ct., Nov. 18, 1912.

For a discussion of the decision in the lower court, see 25 HARV. L. REV. 454. As to the control of a patentee over unpatented articles, see 25 HARV. L. REV. 641.

RIGHT OF PRIVACY — NATURE AND EXTENT OF RIGHT. — The plaintiff employed the defendant to make only a certain number of photographs of the dead bodies of his twin sons, who were born curiously joined together at the shoulders. The defendant without the plaintiff's knowledge or consent made more photographs, filed a copy at the United States copyright office and secured a copyright. *Held*, that the plaintiff may recover damages. *Douglas* v. *Stokes*, 149 S. W. 849 (Ky.).

In the principal case there seems to be a breach of the express contract by